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PATENT
10281/10

12
1/2/02
NB

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of : Curtis Clark
Application No. : 09/217,682 Examiner: Hoosain, Allan
Filed : December 21, 1998 Group Art Unit: 2645
Title : A MOBILE TELE-COMPUTER NETWORK

Assistant Commissioner for Patents
Washington, D.C. 20231

AMENDMENT TO ADD INVENTORS IN A NONPROVISIONAL APPLICATION
UNDER 37 C.F.R. § 1.48(a)

Sir:

(1) Applicant respectfully requests that the inventorship of the above-identified nonprovisional application be amended to add the following two new inventors:

James Pat Block
11506 ½ Rochester Avenue
Los Angeles, California 90023

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Raman Nagarajan
9377 Lincoln Boulevard #4264
Los Angeles, California 90045

Technology Center 2600

Solely through error, and without deceptive intent on the part of the omitted inventors, the omitted inventors were not named in an executed oath or declaration under 37 CFR § 1.63 that was filed in this application.

Statements by the persons whose names are being added are attached herewith which indicate that the inventorship error occurred without deceptive intention on the part of each person.

(2) An assignment was executed and filed by the original named inventor, and written consent of the assignee is also enclosed herewith in accordance with 37 CFR § 3.73(b).

Docket No. 10281/10
09/217,682

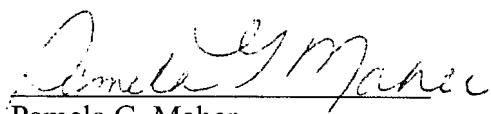
(3) Accordingly, correction of inventorship is requested, together with issuance of an amended filing receipt naming all correct inventors.

(4) Enclosed herewith is a check in the amount of \$130.00, as required by 37 CFR § 1.17 (h).

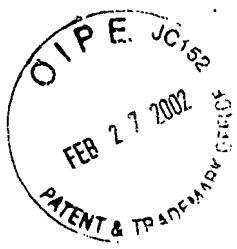
The Commissioner is hereby authorized to charge an additional fees that may be required or credit any overpayment to our Deposit Account No. 02-4270.

Respectfully submitted,

Dated: 04/14/2002



Pamela G. Maher
Registration No. 40,712
BROWN RAYSMAN MILLSTEIN FELDER
& STEINER LLP
1880 Century Park East, Suite 711
Los Angeles, CA 90067
(310) 712-8300



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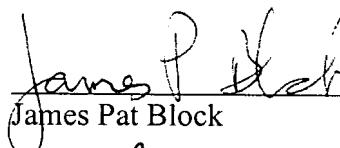
STATEMENT BY PERSON(S) WHOSE NAME(S) ARE BEING ADDED TO
INVENTORSHIP IN A NONPROVISIONAL APPLICATION UNDER 37 C.F.R. § 1.48(a)

Sir:

I, James Pat Block, of 11506 1/4 Rochester Avenue, Los Angeles, California 90023, a person whose name is being added to the inventorship in the above-identified nonprovisional patent application, hereby state that I was erroneously not named as an inventor in an executed oath or declaration under 37 CFR § 1.63, and that the inventorship error occurred without deceptive intention on my part.

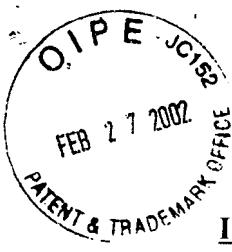
I, Raman Nagarajan, 9377 Lincoln Boulevard #4264, Los Angeles, California 90045, a person whose name is being added to the inventorship in the above-identified nonprovisional patent application, hereby state that I was erroneously not named as an inventor in an executed oath or declaration under 37 CFR § 1.63, and that the inventorship error occurred without deceptive intention on my part.

Dated: 02/13/2002


James Pat Block

Dated: 02/13/02


Raman Nagarajan



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PATENT
Attorney Docket No. 10281/10

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of : Curtis Clark
Serial No. : 09/217,682 Examiner: Hoosain, Allen
Filed : December 21, 1998 Group Art Unit: 2645
Title : A MOBILE TELE-COMPUTER NETWORK

Assistant Commissioner for Patents
Washington, D.C. 20231

STATEMENT UNDER 37 C.F.R. §3.73(b)

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Sir:

NeTune Communications, Inc, a Delaware Corporation, states that it is:

1. [✓] the assignee of the entire right, title, and interest; or
2. [] an assignee of an undivided part interest

in the above-identified patent application by virtue of:

- A. [✓] An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel 010719, Frame 0139, for which a copy thereof is attached hereto.
3. The above-mentioned assignee hereby further states that it consents to the "AMENDMENT TO ADD INVENTORS IN A NONPROVISIONAL APPLICATION UNDER 37 C.F.R. §1.48(a)" filed herewith, where it is respectfully requested that the inventorship of the above-identified nonprovisional application be amended to:

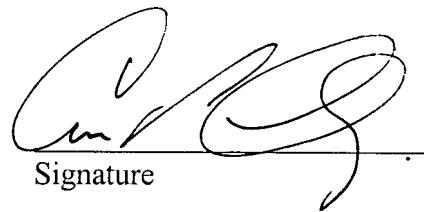
- (a) Add the following inventors:

James Pat Block
11506 ½ Rochester Avenue
Los Angeles, California 90023; and

Raman Nagarajan
9377 Lincoln Boulevard #4264
Los Angeles, California 90045.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Date: 2-13-02



A handwritten signature in black ink, appearing to read "C. Clark". Below the signature, the word "Signature" is printed in a small, sans-serif font.

Curtis Clark
~~President~~ and Chief Executive Officer



JUNE 22, 2000

R.L.K.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

10281/3

PTAS
BROWN RAYSMAN MILLSTEIN FELDER & STEINER
SETH H. OSTROW
120 WEST 45TH STREET
NEW YORK, NEW YORK 10036



101334200A

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B. R. M. F. & S.

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/31/2000

REEL/FRAME: 010719/0139
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
CLARK, CURTIS

DOC DATE: 02/16/2000

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Technology Center 2600

ASSIGNEE:
NETUNE COMMUNICATIONS, INC.
10492 SANTA MONICA BLVD.
LOS ANGELES, CALIFORNIA 90025SERIAL NUMBER: 09217682 10281/10
PATENT NUMBER:FILING DATE: 12/21/1998
ISSUE DATE:SERIAL NUMBER: 09356542 10281/3
PATENT NUMBER:FILING DATE: 07/19/1999
ISSUE DATE:SERIAL NUMBER: 08718748 10281/8
PATENT NUMBER: 5960074FILING DATE: 09/23/1996
ISSUE DATE: 09/28/1999

RECORDS UPDATED
07/07/00 *MRR*

010719/0139 PAGE 2

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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04-26-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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attached original documents or copy thereof.

To the Honorable Commissioner:

1. Name of conveying party(ies):

Curtis Clark

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 2/16/2000

2. Name and address of receiving party(ies):

Name: NetTune Communications, Inc.

Internal Address: _____

Street Address: 10492 Santa Monica Blvd.

City: Los Angeles State: CA ZIP: 90025

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s)

3.31.00

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/217,682
09/356,542

B. Patent No.(s)

5,960,074

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Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP
120 West 45th Street
New York, New York 10036
(212) 944-1515

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41): \$ 120
 Check enclosed
 Authorized to be charged to deposit account8. Deposit account number: 02-4270
(Attach duplicate copy of this page by deposit account)
Please charge any additional fees required, or credit any overpayment, to the above deposit account

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Seth H. Ostrow - Reg. No. 37,410
Name of Person Signing

Signature

March 22, 2000
Date

Total number of pages including cover sheet, attachments and document: 5

04/25/2000 DNGUYEN 00000233 09217682 Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and TrademarksBox Assignments
Washington, D.C. 20231

120.00 OP

ASSIGNMENT

WHEREAS, Curtis Clark, an individual residing at 9636 Heather Road, Beverly Hills, California 90210 ("Assignor") entered into a License Agreement dated July 22, 1999 ("License Agreement") with NeTune Communications, Inc., a Delaware corporation ("Assignee");

WHEREAS, pursuant to the License Agreement, Assignor licensed to Assignee certain Licensed Products and Services (as defined in Section 1.2 of the License Agreement), Technical Information (as defined in Section 1.3 of the License Agreement) and the Patent Application No. 08/718,748 entitled "Mobile Tele-Computer Network for Motion Picture, Television and TV Advertising Production" and dated September 23, 1996 now issued as U.S. Patent Number 5,960,074 on September 28, 1999 ("Patent");

WHEREAS, Assignor is now President and Chief Executive Officer of Assignee and is deriving financial benefit from various transactions involving Assignee, and Assignee is desirous of obtaining all of Assignor's right, title and interest in and to the Licensed Products and Services, Technical Information, Patent and any applications for patent, letters patent, reissues, reexaminations, divisions, parents, continuations, continuations-in-part, or extension thereof which may have been or shall be granted thereon in the United States, and any foreign country throughout the world, as well as title and any existing rights to all trade secrets, copyrights, license agreements and other intellectual property rights owned by Assignor and related to the business of Assignee ("Related Intellectual Property Rights");

1. NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over unto Assignee, all of the Licensed Products and Services, Technical Information and Patent and Related Intellectual Property Rights, for Assignee's own use and benefit, and for the use and benefit of its successors, legal representatives, and assigns, including:

a. the entire right, title, and interest in and to the Patent, including all divisionals, continuations and continuations-in-part thereof, including Serial No. 09/217,682 filed December 21, 1998 and Serial No. 09/356,542 filed July 19, 1999, all patent applications claiming priority therefrom, and all patents which may be granted thereon, all rights of priority therein, all reissues and reexaminations and extensions thereof, and in and to the inventions disclosed therein;

b. the entire right, title, and interest in and to all patents of any country which may be granted thereon and reissues, renewals and extensions thereof, all rights of priority therein, and all applications for industrial property protection, which may hereafter be filed that correspond to the existing Patent and Related Intellectual Property Rights, including without limitation, all applications for patents, utility models, and designs; together with the right to file such applications and the right to claim priority

from prior applications under the patent laws of the United States or other countries under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including without limitation, patents, applications, utility models, inventors' certificates, and designs which may be granted for said patents, and all extensions, renewals and reissues thereof; and

c. the entire right, title and interest in all claims for damages and all remedies arising out of any violation or infringement of any issued patent granted in connection with the Patent, that may have occurred before the date hereof, together with all present or future claims for profits, royalties, fees and/or damages by reason of past infringement or use of the Licensed Products and Services, Technical Information and Patent and Related Intellectual Property Rights by any party or parties, with the right to sue for and collect the same as Assignee sees fit;

AND ASSIGNOR, FOR ITSELF AND ITS ASSIGNS, SUCCESSORS IN INTEREST AND LEGAL REPRESENTATIVES, DOES HEREBY: authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on application as aforesaid, to issue the same to Assignee in accordance with the terms of this instrument; covenant that no assignment, sale, agreement, transfer or encumbrance will be made or entered into which would conflict with this Assignment; agree to communicate to Assignee, its successors, assigns or other legal representatives, upon request, any facts known to Assignor respecting the Licensed Products and Services, Technical Information, Patent and Related Intellectual Property Rights; appoint Assignee its attorney in fact with respect to all matters, including claims and proceedings, relating to the Licensed Products and Services, Technical Information, Patent and Related Intellectual Property Rights; agree to do all lawful acts, including the execution and delivery of all papers and proper oaths and giving of testimony that are deemed necessary or desirable by Assignee, its successors, assigns or representatives for protecting, obtaining, maintaining and enforcing any and all of said Licensed Products and Services, Technical Information, Patent and the Related Intellectual Property Rights in the United States and throughout the world and for perfecting, affirming, recording and maintaining the title in Assignee, its successors, assigns or other legal representatives, and generally cooperate to the fullest extent in all matters pertaining to the Licensed Products and Services, Technical Information, Patent and the Related Intellectual Property Rights;

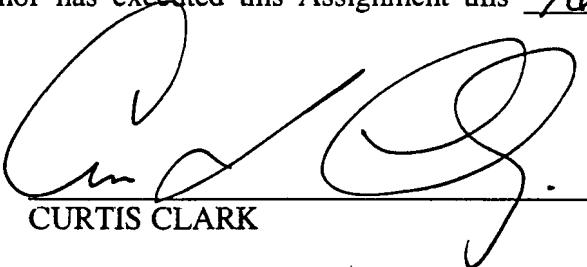
AND ASSIGNOR HEREBY further covenants and agrees that Assignor will do everything reasonably possible to aid Assignee, its successors, legal representatives, and assigns to obtain patents and other industrial property protection for said inventions in all countries at Assignee's sole expense;

AND ASSIGNOR FURTHER WARRANTS THAT: Assignor is the true and lawful owner of the Licensed Products and Services, Technical Information and Patent and Related Intellectual Property Rights and that, upon request by Assignee, Assignor will execute further

assignments for recordation of the conveyances recited herein as appropriate under the laws of the applicable country.

2. Effective as of the date hereof, the License Agreement is hereby terminated and superseded in its entirety, including without limitation, any clauses that by their terms govern and/or survive termination of the License Agreement and/or provide for retention of rights by or reversion of rights to the licensor thereunder and the Assignor hereunder.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 16 day of February, 2000.



A handwritten signature in black ink, appearing to read "C. CLARK". It is written over a horizontal line. Below the line, the name "CURTIS CLARK" is printed in a standard font.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On FEBRUARY 17, 2002, before me, CHERYL A. SPARLING, personally appeared CURTIS CLARK personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Cheryl A Sparling
Signature

October 31, 2002
Expiration Date